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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

ORDER

The 14th November, 2025

No. 564829-HIII(2)-2025/15609.—WHEREAS, the Administrator, Union Territory, Chandigarh issatisfied that any strike in the employment of **Chandigarh Transport Undertaking (CTU) and Chandigarh City Bus Services Society (CCBSS),** Union Territory, Chandigarh, shall affect the public transport services which are essential for maintaining supplies or services necessary for the life of the community and is likely to adversely affect public life and disrupt services to commuters, including those traveling to hospitals and educational institutes;

And, whereas, the Administrator, U.T, Chandigarh is further satisfied that the prohibition of strike by the employees of the said Undertaking and Society is in public interest and it is necessary to prohibit a strike;

Now, therefore, the Administrator, Union Territory of Chandigarh, in exercise of the powers conferred by Section 3 of The Haryana Essential Services (Maintenance) Act, 1974 (Haryana Act No. 40 of 1974) as extended to the Union Territory of Chandigarh (hereinafter referred to as said Act), hereby declares employment of **Chandigarh Transport Undertaking (CTU) and Chandigarh City Bus Services Society (CCBSS)** as an Essential Service to which the provisions of said Act shall apply.

FURTHER, in exercise of powers conferred by Section 4A of the said Act, the Administrator, Union Territory of Chandigarh hereby prohibits strike in the employment of **Chandigarh Transport Undertaking (CTU) and Chandigarh City Bus Services Society (CCBSS),** Union Territory, Chandigarh by any of their employees for a period of six months with immediate effect.

(By and in the name of
Administrator, UT Chandigarh)

Dated, Chandigarh
The 14th November, 2025

H.RAJESH PRASAD, IAS,
Chief Secretary,
U.T., Chandigarh.

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 18th November, 2025

No. LD-2025/16887.—In exercise of the powers conferred by sub-section (3) of Section 3 of the National Security Act, 1980, the Administrator, Union Territory, Chandigarh, hereby directs, the District Magistrate, Chandigarh, to make orders, directing any person to be detained under the said Act, with a view to preventing him/her from acting in any manner prejudicial to the security of the State or from acting in any manner prejudicial to the maintenance of public order or from acting in any manner prejudicial to maintenance of supplies and services essential to the community.

This Notification shall remain in force for a period of three months, with effect from 26.11.2025.

(By order of the Administrator)

H. RAJESH PRASAD, I.A.S.,
Chief Secretary,
Union Territory, Chandigarh

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 12th November 2025

No. 566703-HII(2)-2025/17846 .—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **86/2021 dated 30.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

MAKRU RAM, H.NO. 1058, SMALL FLATS, DHANAS, U.T. CHANDIGARH. (WORKMAN)

AND

M/S DESH SEWAK PRINTERS, SECTOR 29-D, CHANDIGARH THROUGH ITS GENERAL MANAGER. (MANAGEMENT)

AWARD

1. Workman Makru Ram has presented the Industrial Dispute in hand under Section 2A of the Industrial Disputes Act, *1947 (here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Binder on 01.01.1999. The workman remained in uninterrupted employment up to 24.01.2020 when his services were illegally and wrongly terminated by the management by refusing of work. At the time of termination, he was drawing ` 15,495/- per month as wages. On 25.01.2020, he went to attend his normal duty but he was refused work by the management on the pretext that he shall withdraw himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020 vide which it was demanded that wages of all workers be increased to ` 25,000/- per month. The workman refused to sign the paper and thereafter, the management refused work without assigning any reason and notice. It is stated that refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. It is stated that no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination and the violation of the same makes the termination void. The respondent-management has also illegally withheld the wages of all the employees for the month of January, 2020. The claimant-workman along with all the employees of the press lodged a complaint with the Labour Inspector, U.T. Chandigarh regarding non-payment of wages for the month of January, 2020 and refusal of work through their Union. The Representative for the respondent-management appeared before the Labour Inspector but refused to pay the wages and also refused to take the workman back on duty. For his reinstatement, the workman served upon the respondent-management a demand notice dated 30.12.2020. The respondent-management neither replied to the demand notice nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but no settlement could be made possible within the stipulated period. It is averred that the action in terminating the services of the workman is illegal, wrong, motivated, against the principles of natural justice and amounts to unfair labour practice. It is prayed that he may be reinstated with continuity of service and full back wages and without any change in service conditions. It is stated that he has remained unemployed during the period i.e. from the date of termination till date. Hence, the claim statement.

3. The respondent-management filed reply to the claim statement raising preliminary objections inter alia on the ground that the claim statement is nothing but abuse of process of law. It is submitted that

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on 24.01.2020, the workman left his work to indulge himself in an unlawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar – Co-worker. The said action was very aggressive and with a sole intention to deliberately inflict harm upon the organisation and to pressurize the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to workman, urging his prompt return to work, they persisted in their refusal to do so. The workman along with other workers, obstructed the main gate creating a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address that issue promptly, the matter was formally reported to the Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020 with a copy of the same to the S.H.O., Industrial Area, Phase – I, Chandigarh. The said incident was also formally reported to the Deputy Commissioner, Chandigarh, who further marked it to Assistant Labour Commissioner, seeking immediate intervention. The said communication was documented vide Diary No.PA/DC 27.01.2020. It is submitted that a show-cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week of receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman chose not to file reply and voluntarily abandoned the services by remaining absent without any intimation, explanation or authorization. It is submitted that the workman continuously remained absent without authorization and a show-cause notice was again issued on 19.02.2020 vide letter No.DS/188/2020 for his un-authorised absence from duty. The said show-cause notice was issued through registered post granting him another opportunity to submit his explanation and to come present in the office of AGM, Desh Sewak on 24.02.2020 but the workman did not pay any heed and continued to abscond and abandoning his duty. The respondent-management kept waiting for the workman but he never returned and having left with no other alternative, the respondent-management on 20.05.2020 struck off the name of the workman from the rolls. A prayer was made for dismissal of the claim of the workman.

4. The workman filed rejoinder wherein he denied the averments made in the written reply and submitted that there was no strike on 24.01.2020 as there was no demand of the workers. It is submitted that Ashok Kumar is a co-worker and also the President of the Union. It is denied for want of knowledge that there were serious allegations against Ashok Kumar and Surjit Singh and the management wrote letters to Senior Superintendent of Police, S.H.O. Industrial Area, Deputy Commissioner, Chandigarh and Assistant Labour Commissioner, U.T. Chandigarh. It is submitted that letters dated 11.02.2020 and 19.02.2020 were never received by the workman. He was refused work on 25.01.2020 when he went to attend his normal duty. The management asked the workman to withdraw himself from the list of workers who have authorised the Union to serve upon the management a demand notice for increase in wages to ` 25,000/- per month. The work was verbally refused to workman on 25.01.2020. A prayer was made for allowing the claim statement.

5. From the pleadings of the parties, following issues were framed vide order dated 03.11.2023 :-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to ? OPW
2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents:-

Appointment letter dated 01.01.1999	**Exhibit 'W1'**
Demand notice dated 05.01.2020 issued by Desh Sewak Employees Union to the G.M., Desh Sewak Association / Printing Ltd., Chandigarh	**Exhibit 'W2'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

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8. In evidence of the management, Chetan Sharma – General Manager, Desh Sewak Newspaper appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'. He also tendered into evidence photocopies of documents:-

Complaint dated 25.01.2020	**Exhibit 'M1'**
Copy of complaint dated 25.01.2020 to Labour Commissioner, Chandigarh	**Exhibit 'M2'**
Photographs (9 in number)	**Exhibit 'M3' to Exhibit 'M11'**
Letter dated 11.02.2020 addressed from Personal Manager, Sukhwinder Singh to Workman SukhwinderSingh, relating to the subject of illegal strike since 24.01.2020 – show cause notice on the letter pad of Desh Sewak Daily	**Exhibit 'M12'**
Copy of postal receipt dated 12.02.2020	**Exhibit 'M12/1'**
Letter dated 19.02.2020 addressed from Personnel Officer, Sukhwinder Singh to Workman Makru Lal, relating to the subject of show cause notice for absence from duty on the letter pad of Desh Sewak Daily	**Exhibit 'M13'**
Copy of postal receipt dated 19.02.2020	**Exhibit 'M13/1'**
Letter dated 20.05.2020 addressed from Personnel Officer, Sukhwinder Singh to Workman Makru Lal, relating to the subject striking off his name from the rolls of the company owing to his illegal strike and also for his prolonged abandonment of duty on the letter pad of Desh Sewak Daily	**Exhibit 'M14'**
Copy of postal receipt dated 20.05.2020	**Exhibit 'M14/1'**

9. The management also examined Umed Kumar as MW2, who tendered in his evidence, his affidavit Exhibit 'MW2/A'. Ram Pal Singh appeared as MW3 and tendered his affidavit Exhibit 'MW3/A'. Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under:-

Issue No. 1

11. The workman is required to prove the said issue.

12. Learned Representative for the workman submitted that the workman had rendered his services to the respondent-management honestly and un-interruptedly up to 24.01.2020. The respondent-management has illegally terminated the services. He prayed that the workman is entitled for reinstatement with continuity of service and full back wages.

13. On the other hand, Learned Representative for the management submitted that the workman had voluntarily abandoned the services without any intimation or explanation and he did not comeforward to resume his services despite issuance of show cause notice. He prayed that the workman is not entitled to any relief as prayed for, by him.

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14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman while appearing as AW1 deposed that he was appointed by the respondent-management as Binder on 01.01.1999. He deposed that he remained in un-interrupted employment up to 24.01.2020 and at that time he was drawing wages to the tune of ` 15,495/- per month. He deposed that on 25.01.2020, he went to attend his duty but he was refused work by the respondent-management on the pretext that he should withdraw himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020. He deposed that when he refused to sign the paper, the management refused him work without assigning any reason or notice. The workman further testified that he was neither issued any charge sheet nor any inquiry was held and he was not paid retrenchment compensation at the time of termination. He further stated that the respondent-management has illegally withheld the wages of all the employees for the month of January, 2020. He also served a demand notice dated 30.12.2020 upon the management. The management neither replied to the same nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but no settlement could be made possible within the stipulated period.

16. On the other hand, Chetan Sharma – General Manager while stepping in the witness box as MW1 deposed that he was General Manager / Resident Editor of Desh Sewak since the year 2018 and the workman on 24.01.2020 left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda and the said strike was incited by co-worker Ashok Kumar with a sole intention to inflict harm upon the organization and to pressurise the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to the workman, urging his prompt return to work, the workman along with other workers obstructed the main gate, created a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address the issue, the matter was reported to Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020. A copy of the same was also made to SHO, Industrial Area, Phase – I, Chandigarh and the matter was formally reported to the Deputy Commissioner, Chandigarh seeking his intervention. He deposed that a show cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week from receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman willfully chose not to reply to the said notice and voluntarily abandoned his services without remaining absent. He deposed that the workman continuously remained absent without any authorisation and another show cause notice vide letter dated 19.02.2020 was issued to the workman for his un-authorised absence and granting him another opportunity to submit his explanation and to come present in the office on 24.02.2020 but the workman did not pay any heed to the said letter and continued to abscond from duty and abandoned his duty. An opportunity was awarded to him to show-up for considerable long period of time but he never returned and consequently his name was struck off from the rolls of Desh Sewak vide letter dated 20.05.2020 issued by the Personnel Officer.

17. MW2 Umed Kumar deposed that he was working as Accountant in the Desh Sewak. He was also Cashier of the Union. On 24.01.2020, the workman left his work and participated in a strike. The goal of the strike was to put pressure on the management to drop the inquiry and disciplinary proceedings to be conducted against the Ashok Kumar and Surjit Singh, who were facing serious allegations.

18. MW3 Ram Pal deposed that he was currently Circulation Manager and also member of Desh Sewak Employees Union since its establishment. He deposed that the workman refused to return to work and due to illegal work stoppage by the workman and others workers, the management could not print the newspaper incurring huge losses and the printing had to be outsourced to the printing press of Indian Express at Panchkula, Haryana.

19. It transpires from the record that the workman was appointed as Binder in Desh Sewak vide appointment letter dated Nil w.e.f. 01.01.1999 on a consolidated monthly salary of ` 3,000/-. The workman has placed on record the appointment letter (Exhibit 'W1'). The management has not disputed the said fact. Hence, the workman was appointed in the respondent-management w.e.f. 01.01.1999.

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20. The workman deposed that he remained in the uninterrupted employment of the respondent-management up to 25.01.2020 and his services were illegally & wrongly terminated vide letter No.D5/2020/217 dated 20.05.2020 and at the time of termination he was drawing a monthly salary of ` 15,495/-. On the other hand, MW1 has deposed that the workman has left his work on 24.01.2020 and he indulged himself in an un-lawful strike, devoid of any discernible agenda and despite numerous requests extended to him to return to work, he refused to resume duty and the matter was reported to the Senior Superintendent of Police, Deputy Commissioner, SHO, Industrial Area, Phase – I, Chandigarh (Exhibit 'M1' & Exhibit 'M2'). MW1 further deposed that the workman was issued the show cause notices dated 11.02.2020 as well as dated 19.02.2020 calling upon him to resume the duty but the workman did not pay any heed to the said show cause notice and continued to abscond from the duty. The workman while appearing as AW1 denied that he has received letters dated 11.02.2020 and 19.02.2020 on the alleged charge of absence from duty.

21. The respondent-management has placed on record the copy of the show cause notice dated 19.02.2020 (Exhibit 'M13'). The show cause notice dated 19.02.2020 (Exhibit 'M13') stipulates that the workman was continuously absent from duty since 24.01.2020 and he was informed time and again that his absence was causing incalculable losses to the institution of Desh Sewak but no reply was received by the respondent-management. The said show cause notice (Exhibit 'M13') further provides that the act of not being present on duty for a period of 26 days not only constitutes willful negligence of duty and misconduct but it was also a voluntarily abandoning of service which was causing huge losses to the management. The absence from duty for such a long time without any prior application or notice or leave shows his disinterest in continuing service with the management. Vide show cause notice (Exhibit 'M13') he was given the opportunity of hearing to present himself before the AGM, Desh Sewak with detailed reply on 24.02.2020. It further mentions that it was the last opportunity to submit his explanation, if any, and if he failed to turn up, the respondent-management was left with no alternative except to conclude that he was advertently absconding from the duty and his name will be struck off from the rolls of the Desh Sewak.

22. It is the case of the workman that on 25.01.2020, he was refused work by the management when he went to attend normal duty. The workman has deposed that he was terminated without assigning any reason for refusal and he was also not issued any notice at that time. However, the respondent had denied that the workman had showed up at the work place and he was denied the work by the management, as averred by him. MW1 during his cross-examination admitted that the services of the workman were terminated vide letter dated 20.05.2020 (Exhibit 'M14'). Perusal of the letter dated 20.05.2020 (Exhibit 'M14') shows that the same was addressed to the workman on the subject striking his name from the rolls of the Company owing to his illegal strike and also for his prolonged abandonment of duty. The said letter (Exhibit 'M14') clearly mentions that the workman had not responded to various communications sent to him including show cause notices though it was distinctly conveyed to him that it was the last communication and if no reply was received from him, it will amount to willful absconding from duty and in such eventuality, the management will be left with no alternative except to struck off his name from rolls of the service register.

23. Learned Representative for the workman argued that the services of the workman were illegally terminated by the respondent-management. He argued that the workman had approached the respondent-management for work on 25.01.2020 but he was refused to resume service. On the other hand, Learned Representative for the management argued that the workman had indulged in illegal strike and despite issuance of show cause notices, the workman did not resume service. He argued that the workman has abandoned the services and he was also informed that in case of failure to resume service it would mean that they have voluntarily abandoned the services. He argued that since the workman has abandoned his services, no inquiry was required to be conducted before striking his name from the rolls of the management.

24. In case in hand, admittedly the workman was issued show cause notices calling upon him to resume his duty but he did not resume his service despite repeated calls made by the management. There is no evidence on record led by the workman to show that he has presented himself before the management after 25.01.2020 making request to the management to allow him to join his duty. It is admission on the part

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of the workman himself that he neither moved any written application to the management nor he met any office bearer of the management alleging that he has been refused work. The workman has not examined any co-worker in support of his contention that he was refused work by the management on 25.01.2020. The bald testimony of the workman is not sufficient evidence to establish his plea that he was refused work by the management on 25.01.2020. As per the record, the respondent-management has issued a final call letter (Exhibit 'M13', Exhibit 'M13/1') calling upon him to join his duty but the workman did not comeforward to resume duty and the aforesaid act of the workman abandoning of service and the act of striking off the name of the workman from the rolls of the management (Exhibit 'M14') is a consequential act as one cannot accept the employer to indefinitely wait for the employee to resume services. The workman has remained absent for approximately for a period of five months and his absence without any intimation and by ignoring the call letter of the respondent-management amounts to abandonment of services.

25. Reliance is placed upon the authority titled as ***Sukhdev Singh Versus Delhi Development Authority, LPA No.913/2011 decided by the Hon'ble Delhi High on November 8, 2011,*** wherein it was held, *"The rule that abandonment of employment is a misconduct and to be actionable, domestic inquiry is a must cannot be said to be of absolute nature."*

In ***VivekaNandSethi Versus Chairman, J & K Bank Ltd., (2005)5 SCC 337*** it was held that an employer can arrive at a satisfaction that the workman has no intention to join his duty and raise a legal fiction and which though is of vide import and once the action on the part of the employer is fair, the onus is on the workman to prove the contrary.

26. In the case in hand, long continuous un-authorised absence of the workman stands established. The workman has abandoned his work at his own and his services were terminated for abandoning the work despite the fact that the management had given reasonable opportunity to him to join his duty. Resultantly, the said issue stands decided against the workman and in favour of the management.

Relief-

27. In view of the aforesaid findings, the industrial dispute in hand stands declined. The workman is not entitled for any relief as prayed for. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

Dated : The 30th September , 2025

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 12th November 2025

No. 566697-HII(2)-2025/17853 .—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **15/2025 dated 26.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SANDEEP S/O LATE RATTAN CHAND R/O HOUSE NO. 570, SECTOR 22-A, CHANDIGARH. (WORKMAN)

AND

1. SUPERINTENDING ENGINEER, ELECTRICAL DEPARTMENT, MUNICIPAL CORPORATION SECTOR 17, CHANDIGARH.
2. EXECUTIVE ENGINEER, ELECTRICAL DIVISION, MUNICIPAL CORPORATION, SECTOR 17, CHANDIGARH – 160017.
3. JUNIOR ENGINEER (ELECTRICAL), MUNICIPAL CORPORATION.
4. HYBRID FLEET MANAGEMENT PVT. LIMITED THROUGH ITS AUTHROISED SIGNATORY, AC-7, FIRST FLOOR, TAGORE GARDEN, NEW DELHI – 110027. (Respondents-management)

AWARD

1. Workman Sandeep has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, since December, 2013 the workman was in continuous employment of respondents-management No.1, 2 & 3. The contract of manpower supply was given to respondent-management No.4 in the year 2022 and the name of the workman was referred to respondent No.2. The respondent-management No.3 illegally & wrongly terminated his services by refusing of work. At the time of termination, he was drawing Rs.22,500/- per month as wages. In the year 2023, his wife fell ill and the Doctors advised her immediate surgery. The workman approached the respondent-management No.3 and requested for 2-3 days leave but respondent-management No.3 directed to submit his resignation on whatsapp image with reason or to continue the service. There was no complaint about his work & conduct from any of his colleagues and superiors. No charge sheet was issued, no regular inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The persons junior to the workman were retained in service. The management has violated Section 25F & 25G of the ID Act. For his reinstatement the workman served upon the management a demand notice dated 10.09.2023. The management neither replied the same nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but the dispute

could not be settled within stipulated period. Action of the management in terminating the services of the workman is illegal, wrong, motivated, against the principle of natural justice and unfair labour practice. A prayer is made that the workman may be reinstated with continuity of service, full back wages, attendant benefits and without any change in his service conditions. The workman remained unemployed during the period i.e. from date of termination till date.

3. Notice of the industrial dispute / claim statement in hand was given to the respondents-management. Memo of appearance was filed by Representative Shri Nitin Sharma on behalf of management No.1 to 3 and Shri Satnam Singh – Operation Manager filed authority on behalf of the management No.4. On 29.07.2025, none appeared on behalf of the management No.4, as such management No.4 was proceeded against ex-parte. Today i.e. on 26.09.2025 none appeared on behalf of the workman as well as management No.1 to 3.

4. I have gone through the case file. In the case in hand, as per claim of the workman, he was working with management No.1 to 3 since December, 2013 and the contract of manpower was given to respondent No.4 in the year 2022. In the year 2023, wife of the workman fell and Doctors advised her immediate surgery. He approached respondent-management No.3 and requested 2-3 days leave but the respondent-management No.3 directed him to submit resignation or to continue in service. The workman is aggrieved that his services were verbally terminated by the management in violation of provisions of Section 25F & 25G of the ID Act. However, none has appeared on behalf of the workman as well as respondent-management on 10.09.2025 as well as today. It seems that the parties are not interested in perusing the matter. Accordingly, the industrial dispute in hand stands declined for want of prosecution. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

Dated : The 26th September , 2025

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 12th November 2025

No. 566679-HII(2)-2025/17855.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **66/2023 dated 30.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

SUKHWINDER SINGH S/O SH. PAL SINGH, VILL. DHARAK KALAN, TEH. KHARAR, DISTT. MOHALI. (WORKMAN)

AND

M/S DESH SEWAK PRINTERS LTD., SECTOR 29-D, CHANDIGARH THROUGH ITS GENERAL MANAGER. (MANAGEMENT)

AWARD

1. Workman Surinder Pal Singh has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, *1947 (here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Trainee Computer on 11.10.2005. The workman remained in uninterrupted employment up to 20.05.2020 when his services were illegally and wrongfully terminated by the management vide letter No. DS/2020/226 dated 20.05.2020. At the time of termination, he was drawing ` 11,500/- per month as wages. The workman received two letters bearing No.DS/171/2020 dated 11.02.2020 and letter No.DS/194/2020 dated 19.02.2020 on the alleged charge of illegal strike, to which he replied to the satisfaction of the management. On 25.01.2020, he went to attend his normal duty but he was refused work by the management on the pretext that he should with drew himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020. The workman refused to sign the paper and thereafter the management terminated the services of the workman vide letter No.DS/2020/226 dated 20.05.2020 on the alleged charge of illegal strike and prolonged abandonment of service. No charge sheet was issued, no inquiry was held and the workman was not paid any retrenchment compensation at the time of termination. Shri Sukhwinder Singh – Personnel Officer was not the competent person to terminate the services of the workman because he was not the appointing authority of the workman. The respondent-management has also illegally withheld the wages of all the employees for the month of January, 2020. The claimant-workman along with all the employees of the press lodged a complaint with the Labour Inspector, U.T. Chandigarh regarding non-payment of wages for the month of January, 2020 and refusal of work through their Union. The Representative for the respondent-management appeared before the Labour Inspector but refused to pay the

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wages. The workman served upon the respondent-management a demand notice dated 24.04.2023. The respondent-management neither replied to the demand notice nor took him back to the duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but no settlement could be made possible within the stipulated period. The action in terminating the services of the workman is illegal, wrong, motivated, against the principles of natural justice and amounts to unfair labour practice. It is prayed that he may be reinstated with continuity of service and full back wages and without any change in service conditions. It is stated that he remained unemployed during the period i.e. from the date of termination till date. Hence, the claim statement.

3. The respondent-management filed reply to the claim statement raising preliminary objections inter alia on the ground that the claim statement is nothing but an abuse of process of law. It is submitted that on 24.01.2020, the workman left his work to indulge himself in an unlawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar – Co-worker. The said action was very aggressive and with a sole intention to deliberately inflict harm upon the organisation and to pressurize the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to workman, urging his prompt return to work, they persisted in their refusal to do so. The workman along with other workers, obstructed the main gate creating a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address that issue promptly, the matter was formally reported to the Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020 with a copy of the same to the S.H.O., Industrial Area, Phase – I, Chandigarh. The said incident was also formally reported to the Deputy Commissioner, Chandigarh, who further marked it to Assistant Labour Commissioner, seeking immediate intervention. The said communication was documented vide Diary No.PA/DC 27.01.2020. It is submitted that a show-cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week of receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman chose not to file reply and voluntarily abandoned the service by remaining absent without any intimation, explanation or authorization. It is submitted that the workman continuously remained absent without authorization and a show-cause notice was again issued on 19.02.2020 vide letter No.DS/188/2020 for his un-authorised absence from duty. The said show-cause notice was issued through registered post granting him another opportunity to submit his explanation and to come present in the office of AGM, Desh Sewak on 24.02.2020 but the workman did not pay any heed and continued to abscond and abandoning his duty. The respondent-management kept waiting for the workman to show-up for considerable long period of time for any responsible and interested employee to join back but the workman never came back and filed the present claim statement. A prayer was made for dismissal of the claim of the workman.

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4. The workman filed rejoinder wherein he denied the averments made in the written reply and submitted that there was no strike on 24.01.2020 as there was no demand of the workers. It is submitted that Ashok Kumar is a co-worker and also a President of the Union. It is stated that since there was no dispute with the management,there was no occasion to instigate the workers to go on strike. It is denied for want of knowledge that there were serious allegations against Ashok Kumar and Surjit Singh and the management wrote letters to Senior Superintendent of Police, S.H.O. Industrial Area, Deputy Commissioner, Chandigarh and Assistant Labour Commissioner, U.T. Chandigarh. It is submitted that letters dated 11.02.2020 and 19.02.2020 were never received by the workman. He was refused work on 25.01.2020 when he went to attend his normal duty. The management asked the workman to withdraw himself from the list of workers who has authorised the Union to serve upon the management a demand notice for increase in wages to ` 25,000/- per month. The work was verbally refused to workman on 25.01.2020. A prayer was made for allowing the claim statement.

5. From the pleadings of the parties, following issues were framed vide order dated 09.04.2024 :-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to ? OPW
2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents:-

Copy of termination letter dated 20.05.2020 issued to the workman	**Exhibit 'W1'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

8. In evidence of the management, Chetan Sharma – General Manager, Desh Sewak Newspaper appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'. He also tendered into evidence photocopies of documents:-

Complaint dated 25.01.2020	**Exhibit 'M1'**
Copy of complaint dated 25.01.2020 to Labour Commissioner, Chandigarh	**Exhibit 'M2'**
Photographs (9 in number)	**Exhibit 'M3' to Exhibit 'M11'**
Letter dated 11.02.2020 addressed from Personal Manager, Sukhwinder Singh to Workman Sukhwinder Singh, relating to the subject of illegal strike since 24.01.2020 – show cause notice on the letter pad of Desh Sewak Daily	**Exhibit 'M12'**
Copy of postal receipt dated 12.02.2020	**Exhibit 'M12/1'**
Letter dated 19.02.2020 addressed from Personnel Officer, Sukhwinder Singh to Workman Sukhwinder Singh, relating to the subject of show cause notice for absence from duty on the	**Exhibit 'M13'**

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letter pad of Desh Sewak Daily
Copy of postal receipt dated 19.02.2020 **Exhibit 'M13/1'**

Letter dated 20.05.2020 addressed from Personnel Officer, Sukhwinder Singh to Workman Sukhwinder Singh, relating to the subject striking off his name from the rolls of the company owing to his illegal strike and also for his prolonged abandonment of duty on the letter pad of Desh Sewak Daily **Exhibit 'M14'**

Copy of postal receipt dated 20.05.2020 **Exhibit 'M14/1'**

9. The management also examined Umed Kumar as MW2, who tendered in his evidence, his affidavit Exhibit 'MW2/A'. Ram Pal Singh appeared as MW3 and tendered his affidavit Exhibit 'MW3/A'. Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under:-

Issue No. 1-

11. The workman is required to prove the said issue.

12. Learned Representative for the workman submitted that the workman had rendered his services to the respondent-management honestly and un-interruptedly up to 20.05.2020. The respondent-management has illegally terminated the services. He prayed that the workman is entitled for reinstatement with continuity of service and full back wages.

13. On the other hand, Learned Representative for the management submitted that the workman had voluntarily abandoned the services without any intimation or explanation and he did not comeforward to resume his services despite issuance of show cause notices. He prayed that the workman is not entitled to any relief as prayed for, by him.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman while appearing as AW1 deposed that he was appointed by the respondent-management as Trainee Computer on 11.10.2005. He deposed that he remained in un-interrupted employment up to 20.05.2020. He further testified that his services were illegally & wrongly terminated by the management vide letter No.DS/2020/226 dated 20.05.2020 and at that time he was drawing ` 11,500/- per month. The workman deposed that he received the letter No.DS/171/2020 dated 11.02.2020 and letter No.DS/194/2020 dated 19.02.2020 on the alleged charges of absence from duty to which he replied to the satisfaction of the management, which were duly received by the management. He deposed that on 25.01.2020, he went to attend his duty, he along with other workers were refused work by the respondent-management on the pretext that he should withdrawhimself from the list of workers who had authorised the Union to serve upon the management a demand notice dated 05.01.2020. He deposed that when he refused to sign the paper,the management refused him work without assigning any reason or notice. The workman further testified that he was neither issued any charge sheet nor any inquiry was held and he was not even paid retrenchment compensation at the time of termination. He further stated that the respondent-management has illegally withheld the wages of all the employees for the month of January, 2020. He also served a demand notice dated 24.04.2023 upon the management. The management neither replied the same

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nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but no settlement could be made possible within stipulated period.

16. On the other hand, Chetan Sharma – General Manager while stepping in to the witness box as MW1 deposed that he was the General Manager / Resident Editor of Desh Sewak since the year 2018. He deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda and the said strike was incited by co-worker Ashok Kumar with a sole intention to inflict harm upon the organization and to pressurise the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to the workman, urging their prompt return to work, the workman along with other workers obstructed the main gate, created a situation of intimidation where anyone attempting to enter would be met with repercussions. He testified that in order to address the issue, the matter was reported to Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020. A copy of the same was also made to SHO, Industrial Area, Phase – I, Chandigarh and the matter was formally reported to the Deputy Commissioner, Chandigarh seeking his intervention. He deposed that a show cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week from receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman willfully chose not to reply to the said notice and voluntarily abandoned his services without any intimation. He deposed that the workman continuously remained absent without any authorisation and another show cause notice vide letter dated 19.02.2020 was issued to the workman for his un-authorised absence and granting him another opportunity to submit his explanation and to come present in the office on 24.02.2020 but the workman did not pay any heed to the said letter and continued to abscond from duty and abandoned his duty. An opportunity was awarded to him to show-up, for considerablylong period of time for any responsible and interested employee to join back but he never returned and consequently, his name was struck off from the rolls of Desh Sewak vide letter dated 20.05.2020 issued by the Personnel Officer (authorised person).

17. MW2 Umed Kumar deposed that he wasworking as Accountant in the Desh Sewak. He was also the Cashier of the Union. He stated that on 24.01.2020, the workman left his work and participated in a strike. The goal of the strike was to put pressure on the management to drop the inquiry and disciplinary proceedings to be conducted against the Ashok Kumar and Surjit Singh, who were facing serious allegations.

18. MW3 Ram Pal deposed that he wascurrently Circulation Manager and also member of Desh Sewak Employees Union since its establishment. He deposed that the workman refused to return to work and due to illegal work stoppage by the workman and others workers,the management could not print the newspaper incurring huge losses and the printing had to be outsourced to the printing press of Indian Express at Panchkula, Haryana.

19. As per record, it is the case of the workman that he was appointed as Trainee Computer in DeshSewak on 11.10.2005. The management has not disputed the said fact. Hence, the workman was appointed in the respondent-management as Trainee Computer on 11.10.2005.

20. The workman deposed that he remained in the uninterrupted employment of the respondent-management up to 20.05.2020 and his services were illegally & wrongfully terminated vide letter No.D5/2020/226 dated 20.05.2020 and at the time of termination, he was drawing a monthly wages of ` 11,500/-. On the other hand, MW1 has deposed that the workman has left his work on 24.01.2020 and indulged himself in anun-lawful strike, devoid of any discernible agenda and despite numerous requests

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extended to him to return to work, he refused to resume duty and the matter was reported to the Senior Superintendent of Police, Deputy Commissioner, SHO, Industrial Area, Phase – I, Chandigarh (Exhibit 'M1' & Exhibit 'M2'). MW1 had further deposed that the workman was issued show cause notice dated 11.02.2020 as well as dated 19.02.2020 vide registered post (Exhibit 'M12', Exhibit 'M12/1', Exhibit 'M13' & Exhibit 'M13/1') calling upon him to resume the duty but the workman did not pay any heed to the said show cause notices and continued to abscond from the duty. The workman while appearing as AW1 admitted that he received letters dated 11.02.2020 and 19.02.2020 on the alleged charge of absence from duty. He deposed vide his affidavit Exhibit 'AW1/A' that he replied to the said letters to the satisfaction of the management which was duly received by the management. However, the management has denied that the claimant-workman had replied to the said show cause notices. During cross-examination, the workman stated that he had replied through registered post to the show cause notices dated 11.02.2020 and 19.02.2020. During cross-examination, he stated that he did not have copy of the reply. He further stated during his cross-examination that he can produce the copy of the postal receipts as the same were lying at home. However, the workman did not produce the postal receipts showing dispatch of reply to the show cause notices.

21. The respondent-management placed on record the copy of the show cause notice dated 11.02.2020 (Exhibit 'M12') as well as the copy of show cause notice 19.02.2020 (Exhibit 'M13'). The show cause notice (Exhibit 'M12') stipulates that the action of the workman of illegal strike constitutes breach of contract of employment apart from breach of discipline. It further stipulates that he was advised to show cause within one week of receipt of that letter as to why his services should not be terminated for having indulged in misconduct of observing illegal strike and having caused incalculable losses. The show cause notice dated 19.02.2020 (Exhibit 'M13') mentions that the workman was continuously absent from duty since 24.01.2020 and he was informed time and again that his absence was causing incalculable losses to the institution of Desh Sewak but no reply has been received by the respondent-management. The said show cause notice (Exhibit 'M13') further provides that the act of not being present on duty for a period of 26 days not only constituted willful negligence of duty but also a misconduct and it was also a voluntarily abandoning of service which was causing huge losses to the management. The absence from duty for such a long time without any prior application or notice or leave shows his disinterest in continuing service with the management. Vide show cause notice (Exhibit 'M13') he was given an opportunity of hearing to present himself before the AGM, Desh Sewak with detailed reply on 24.02.2020. It further mentions that it was last opportunity to submit his explanation, if any, and if he failed to turn up, the respondent-management was left with no alternative except to conclude that he was advertently absconding from the duty and his name will be struck off from the rolls of the Desh Sewak.

22. It transpires from the record that the respondent-management has denied the workman having filed reply to the show cause notices. Onus to prove that the workman replied to the said show cause notices laid heavily upon the workman. In his pleadings as well as affidavit, he submitted that he replied to the show cause notices for absence from duty. However, he failed to place on record the copy of the said replies stated to be have been furnished to the management. Even the postal receipts vide which he had stated to have dispatched the reply have not been placed on record despite availing opportunity by the workman. Hence, all these facts have raised doubt regarding the veracity of the workman.

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23. It is also the case of the workman that on 25.01.2020, he was refused work by the management when he went to attend normal duty. The workman deposed that he was terminated without assigning any reason for refusal and he was also not issued any notice at that time. However, the respondent had denied that the workman had showed up at the work place and he was denied the work by the management as averred by him. The workman has testified that the respondent-management had terminated his services vide letter dated 20.05.2020. MW1 during his cross-examination admitted that the services of the workman were terminated vide letter dated 20.05.2020 (Exhibit 'M14'). Perusal of the letter dated 20.05.2020 (Exhibit 'M14') shows that the same was addressed to the workman on the subject striking his name from the rolls of the Company owing to his illegal strike and also for his prolonged abandonment of duty. The said letter (Exhibit 'M14') clearly mentions that the workman had not responded to various communications sent to him including show cause notices though it was distinctly conveyed to him that it was last communication and if no reply was received from him, it will amount to willful absconding from duty and in such eventuality, the management will be left with no alternative except to struck off his name from rolls of the service register.

24. Learned Representative for the workman argued that the services of the workman were illegally terminated by the respondent-management. He argued that the workman had approached the respondent-management for work on 25.01.2020 but he was refused to resume service. On the other hand, Learned Representative for the management argued that the workman had indulged in illegal strike and despite issuance of show cause notices, the workman did not resume service. He argued that the workman has abandoned the services and he was also informed that in case of failure to resume service, it would mean that he has voluntarily abandoned the services. He argued that since the workman has abandoned his services,no inquiry was required to be conducted before striking his name from the rolls of the management.

25. In the case in hand, admittedly the workman was issued two show cause notices calling him to resume his duty. He received the said show cause notice. Once the show cause notice was received by the workman, he was duty bound to present himself before the management but he failed to show that he made any effort to resume his duty before issuance of letter dated 20.05.2024 (Exhibit 'M14'). The respondent-management has issued a final call vide letter (Exhibit 'M13') calling upon him to join his duty but the workman did not comeforward to resume duty and the aforesaid act of the workman is abandoning of service and the act of striking off the name of the workman from the rolls of the management is a consequential act as one cannot accept the employer to indefinitely wait for an employee to resume services. The workman has remained absent for approximately five months and his absence without any intimation and by ignoring the call letter of the respondent-management amounts to abandonment of services.

26. Reliance is placed upon the authority titled as ***Sukhdev Singh Versus Delhi Development Authority, LPA No.913/2011 decided by the Hon'ble Delhi High on November 8, 2011***, wherein it was

held, *"The rule that abandonment of employment is a misconduct and to be actionable, domestic inquiry is a must cannot be said to be of absolute nature."*

In ***Viveka Nand Sethi Versus Chairman, J & K Bank Ltd., (2005)5 SCC 337*** it was held that an employer can arrive at a satisfaction that the workman has no intention to join his duty and raise a legal fiction and which though is a wide import but once the action on the part of the employer is found to be fair, the onus is on the workman to prove to the contrary.

27. In the case in hand, long continuous un-authorised absence of the workman stands established. There is no evidence that the action on thepart of the respondent-management was not fair as the management had given reasonable opportunity to the workman to resume his duty but he chose not to resume his duty. The respondent-management, therefore, was left with no other option but to struck off his name from the rolls of the management.

In ***Vijay S. Sathaye Versus India Airlines Limited & Others,(2013)10 SSC 253*** it was held, *"It is a settled law that an employee cannot be termed as slave, he has right to abandon the service any time voluntarily by submitting his resignation and alternatively, not joining the duty and remaining absent for long. Absence from duty in the beginning may be a misconduct but when the absence is for a very long period, it may amount to voluntarily abandonment of service and in that eventuality, the bonds of service come to an end automatically without requiring any order to be passed by the employer."*

28. In the case in hand, the entire facts & circumstances in totality shows that the workman has abandoned his work at his own and his services were terminated for abandoning the work. The act of deletion of name of the workman from the rolls of the management was a consequential action and accordingly, the said issue stands decided against the workman and in favour of the management.

Relief-

29. In view of the aforesaid findings, the industrial dispute in hand stands declined. The workman is not entitled to any relief as prayed for by him. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

. (Sd.) . . .,

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

Dated : The 30th September , 2025

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 12th November 2025

No. 566693-HII(2)-2025/17857.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **26/2024 dated 26.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

NEHA, H.NO. 1598, BABA BALAK NATH MANDIR, NAYA GOAN, DISTRICT MOHALI. (WORKMAN)

AND

AMERICAN INSTITUTE OF PATHOLOGY LABORATORY SCIENCE PVT. LTD, S.C.O. NO 66-67, SECTOR 15-D, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Neha has presented the Industrial Dispute in hand under Section 2A of the Industrial Disputes Act, *1947 (here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Associate Accession on 01.11.2021 vide appointment letter No.Nil dated 25.10.2021. She remained in uninterrupted and continuous employment up to 18.01.2024. Her services were terminated due to alleged resignation dated 19.01.2024 and she was drawing monthly wages of ` 19,000/- at the time of termination. It is stated that the workman received an e-mail message of approved resignation on her mobile No.9877092603 which read as under :-

"Record resignation of Neha raised on 2024-Jan-20 10:22 has been approved."

It is stated that on 16.12.2023, the respondent-management got her signatures on blank papers and mis-used it as resignation. The workman has never resigned from services and there was no reason to tender the resignation. Immediately on 26.01.2024,she intimated the management vide e-mail that she has never tendered resignation. Further, the workman withdrew her resignation before its acceptance. It is stated that on 19.01.2024, the workman again received an e-mail vide which it was informed to her that as discussed during the Performance Improvement Plan (PIP) review and in alignment with the communication on the last working day of the workman i.e. January 18, 2023 at their laboratory, for knowledge of the workman termination letter was attached and that process was essential to proceed with the final settlement process. The workman submitted that during herentire service period, there was no complaint against her work & conduct from her any colleagues and superiors. Her work & conduct was appreciated by all. The management also violated the provisions of Section 25F of the ID Act. No charge sheet was ever issued to her. Even no inquiry was held against the workman and no retrenchment compensation was paid to the workman at the time of termination. For her reinstatement, the workman served the demand notice dated 12.01.2024 to the management but the management neither replied to the same nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for

his intervention. He intervened but no settlement was possible during the stipulated period as no person appeared on behalf of the management for resolving the dispute. It is stated that her termination is illegal, against the principles of natural justice and amounts to unfair labour practice and she is entitled to reinstatement with full back wages as she remained unemployed w.e.f. the date of termination till date. Further, she is entitled to continuity of service with all the attendant benefits. Hence, the claim statement.

3. The management filed reply / written statement to the claim statement raising preliminary objectionsinter alia on the ground that the workman had not approached the Court with clean hands. Further, the management cannot be stated to be an 'industry'. The workman is an independent, well qualified & experienced phlebotomist and she is working with another laboratory at Chandigarh and gainfully employed in her business. The respondent is engaged in business of comprehensive range of diagnostic tests, genetic testing, hormone tests and infectious disease screenings. The workman was appointed vide appointment letter dated 01.11.2021 on an annual renumeration of ` 2,88,000/-. The said offer of appointment was accepted by the workman and she started working with the respondent-management at its Chandigarh laboratory on the post of Associate Accession. During her tenure, there was concern regarding her performance and adherence to establish protocols, notably pertaining to punctuality, leave without permission, reporting error and dedication to her responsibilities was observed by her supervisor Dr. Himanshu Saxena, who was head of the laboratory. It is stated that given the nature of respondent's healthcare operations, wherein patient care is of paramount importance, even a minor lapse in performance or conduct are deemed matter of utmost significance for the said patient and her further course of treatment, which is a matter of serious concern. Efforts were made through counselling sessionsconducted on multiple occasions but despite that her performance remained unchanged. It is submitted that the respondent is a health care sector and it is imperative that patient report is properly prepared without any error. In response to persistent performance issues, the Lab Head i.e. Dr. Himanshu Saxena initiated the Performance Improve Plan (PIP) delineating specific areas necessitating enhancement and furnishing the workman with the structured frame work for amelioration. It was thoroughly expounded to the workman and all concerned parties inclusive of workman herself, the Lab Head and HR acknowledged its stipulations by affixing their signatures on PIP documents. The workman was duly informed of the review time table, affording an opportunity to evince improvement and rectify her work approach. Subsequent to the review date on December 31, 2023, it was observed that the performance of the workman was persisting unsatisfactory, characterised by a notable lack of commitment impinging upon the Turnaround Time (TAT) for reporting test results. The workman was also apprised of lack of improvement in her performance and punctuality and continued to acknowledge it vide her signatures on PIP. The workman was extended additional opportunity and on January 19, 2024, the Lab Head conducted a comprehensive final review and despite that there was no discernible improvement which resulted in her termination in accordance with the law. It is submitted that the respondent-management had duly compensated the workman as per law along with terminal benefits to the workman. Her services were terminated on 19.01.2024 and full & final settlement was done on 31st January, 2024. It is submitted that the workman was drawing ` 19,000/- per month as wages at the time of termination and she remained in uninterrupted employment up to 18.01.2024 when her services were terminated due to bad and poor performance. It is denied that on 16.12.2023, the management got her signature on blank papers and had misused it by forging it as resignation. It is denied that the workman has withdrew the alleged resignation before its acceptance. It is stated that the demand notice dated 12.01.2024 was never served to the respondent. It is stated that the notice under Section 2A of the ID Act was received from the office of Assistant Labour Commissioner-cum-Conciliation Officer and the management filed detailed reply to the same on 03.05.2024. It is stated that the services of the workman have been terminated as per law and entire due amount has been duly paid to the workman as full & final settlement. A prayer was made for dismissal of the claim statement.

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4. The workman filed rejoinder to the written reply filed by the respondent-management wherein she reiterated the contents of the claim statement and opposed the averments made by the management in its written statement.

5. From the pleadings of the parties, following issues were framedby the Court vide order dated 05.11.2024 :-

1. Whether the termination of the services of the workman is illegal, if proved in affirmative to what extent and what relief the workman is entitled to ?OPW
2. Whether the claim is time barred ?OPM
3. Whether the claim / industrial dispute reference is not maintainable ? OPM
4. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, the workman appeared as AW1 and tendered her duly sworn-in affidavit Exhibit 'AW1/A'. She also tendered into evidence copies of documents:-

Appointment letter dated 01.11.2021	**Exhibit 'W1'**
Termination letter dated 19.01.2024	**Exhibit 'W2'**
Letter dated 26.01.2024 regarding withdrawal of resignation written by the workman to the Manager, M/s American Institute of Pathology.	**Exhibit 'W3'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

8. In evidence of the management, Kannu Priya Sharma C/o AMPATH, Sector 18, Udyog Vihar, Gurugram appeared as MW1 and tendered in evidence her affidavit Exhibit 'MW1/A' along with documents:-

Authority letter dated 07.10.2024 in her favour issued by COO of AMPATH & Laboratory Science Pvt. Ltd.	**Exhibit 'M1'**
Copy of appointment letter dated 01.01.2021 issued to workman	**Exhibit 'M2'**
Copy of Performance Improvement Plan (PIP) incorporating date of review dated 01.01.2024 and 18.01.2024	**Exhibit 'M3'**
Copy of termination letter dated 19.01.2024	**Exhibit 'M4'**
Copy of full & final settlement dated 31.01.2024	**Exhibit 'M5'**
Reply dated 03.05.2024 filed by the management in proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh in response to the demand notice	**Exhibit 'M6'**
Downloaded copy of attendance record of the workman for the period w.e.f. January, 2023 to February, 2024 (consisting of pages No.1 to 18)	**Exhibit 'M7'**

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Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

9. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under:-

Issue No. 2-

10. This issue is taken up in the first instance as the Court is,firstly,required to determine as to whether the claim statement has been filed within the prescribed period of limitation. The management is required to prove the said issue.

11. Learned Representative for the management submitted that the present claim petition is hopelessly time barred and liable to be dismissed on this ground alone. On the other hand, Learned Representative for the workman opposed the same. As per record the workman had joined the management on 01.11.2021 and she remained in employment of the management up to 18.01.2024. As per the pleadings, the workman had served demand notice upon the management on 12.01.2024 and thereafter the Assistant Labour Commissioner-cum-Conciliation Officer was requested for intervention. The respondent-management has placed on record the reply to the demand notice dated 03.05.2024 filed before the Assistant Labour Commissioner-cum-Conciliation Officer. Thereafter industrial dispute was presented before this Court on 24.05.2024. No evidence has been led by the management to prove that the claim of the workman is time barred. Accordingly, the said issue stands decided against the management and in favour of the workman.

Issue No. 1-

12. The workman is required to prove the said issue.

13. Learned Representative for the workman submitted that the workman had remained in uninterrupted employment of the management for approximately more than two years. Her services were terminated without any rhyme or reason and the management has violated the provisions of the Section 25F of the ID Act.

14. On the other hand, Learned Representative for the management submitted that work & performance of the workman was not satisfactory. The respondent-management is a health care company and a minor lapse in the performance is a matter of serious concern. He argued that the workman has accepted full & final (F&F) settlement amount and no ground is made out for reinstatement of the workman as prayed for.

15. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

16. The workman while stepping into the witness as AW1 deposed that she was appointed by the management as Associate Accession on 01.11.2021 vide letter dated 01.11.2023. She remained in un-interrupted employment up to 18.01.2024 and her services were terminated due to her alleged resignation dated 19.01.2024 and she was drawing ` 19,000/- as monthly wages at the time of termination. She deposed that on 16.12.2023, the respondent-management got her signatures on blank papers and had misused it by forging it as resignation. She deposed that she never resigned from the services and there was no reason to tender resignation from service. She deposed that on 26.01.2024,vide e-mail dated 26.01.2024, she informed the management that she never tendered resignation andimmediately she withdrew her alleged resignation before acceptance of same. She further deposed that the management has alleged that following of thorough

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assessment and in line with the performance improve plan, her services were terminated due to persistent performance issue. She deposed that during her entire service, her work & conduct was satisfactory and there was no complaint whatsoever against her.

17. On the other hand, MW1 Kannu Priya Sharma deposed that the workman was appointed vide appointment letter dated 01.11.2021 on annual renumeration of ` 2,88,000/- and she denied that her work & conduct was satisfactory. She deposed that in response to persistent performance issues, the Lab Head Dr. Himanshu Saxena initiated a Performance Improvement Plan which was thoroughly extended. However, the performance of the workman was unsatisfactory and her services were terminated on 19.01.2024 and full & final settlement was made on 31.01.2024. She deposed that the workman was drawing ` 19,000/- monthly wages at the time of termination. She deposed that the management has complied with provisions of the Section 25F of the ID Act and paid all dues as per law.

18. Admittedly, as per record, the workman was appointed as Associate Level – I vide appointment letter dated 01.11.2021 (Exhibit 'W1' / Exhibit 'M2') with the total annual compensation of ` 2,28,000/-. Clause 4 of the said appointment letter makes it clear that the workman would remain on probation for an initial period of six months from the date of joining and the management may confirm the services of the workman based on satisfactory performance during the probation period. The said clause further provides that in case her performance is found unsatisfactory during her probation period, the management can terminate the employment with immediate effect or extend the probation period. Clause 4 further provides that the management is fully entitled to terminate the services of the workman with 30 days' notice during probation period without assigning any reason. Similarly, the workman was also given the liberty to leave the services by giving 30 days' notice without assigning any reason during the probation period. Clause 4b of the appointment letter provides that after confirmation,the management reserves the right to terminate her services by giving 60 days' notice and payment of salary in lieu thereof. Similarly, the workman was given the liberty to resign by giving 60 days' notice or paying back to the management to the extent of shortfall in notice period (if any). The workman during her cross-examination admitted that she used to handle billing work, distribution of samples to relevant department and barcoding the blood samples of patients in the lab and she remained in employment of the management w.e.f. 01.11.2021 to 19.01.2024.

19. Learned Representative for the workman submitted that on 16.12.2023, the management got signatures of workman on blank papers and mis-used it by forging it as resignation. The workman during her cross-examinationstated that he had signed on PIP form and at the time of obtaining her signatures, the paper was not blank, it was proforma of PIP form. The witness was confronted with the Annexure 'R2' / Exhibit 'M3' and she identified her signatures in the column of acknowledgement by employee at Point 'A', Point 'B'&Point 'C'.

20. The workman deposed that her services were terminated due to alleged resignation dated 19.01.2024. MW1 admitted that the services of the workman were terminated on 19.01.2024. The witness of the management has placed on record the termination letter dated 19.01.2024 (Exhibit 'W2' / Exhibit 'M4'). The said letter provides that the services of the workman were terminated, effective on 19.01.2024 due to her persistent performance issues. The management has placed on record Performance Improvement Plan (PIP) Exhibit 'M3'. The said Performance Improvement Plan incorporates the date of review as 01.01.2024 and 18.01.2024. The workman admitted her signatures at Point 'A',Point 'B' &Point 'C' on the said Performance Improvement Plan. Perusal of the Performance Improvement Plan (Exhibit 'M3') shows that the said PIP relating to the workman Neha specifically mentions that evaluation criteria was bio-metric attendance and active / passive observations regarding behaviour and work efficiency and it was set to

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review after 15 days. The performance was reviewed on 01.01.2024 and it was mentioned that the further review of the performance will be held after another 15 days. The review column dated 18.01.2024 mentions that no improvement was shown by the employee and her performance did not improve as commented by HR. MW1 during her cross-examination has stated that the workman has replied to the PIP and the management was not satisfied with the reply. She admitted that the management has sent e-mail dated 19.01.2024 to the workman informing that her services were terminated on the basis of PIP.

21. Learned Representative for the workman submitted that the management had filed to comply with the mandatory provisions of Section 25F of the ID Act. Section 25F of the ID Act runs as under:-

> ***"25F. Conditions precedent to retrenchment of workmen. –*** *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until–*
>
> *(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

22. The aforesaid provision shows that no workman employed in any industry who has been in continuous service for not less than one year under the employer can be retrenched by the employer until the condition enumerated in Section 25F of the Act is satisfied. The provision is mandatory and non-compliance of the same renders the retrenchment of an employee null & void.

23. In the case in hand, the workman in her claim statement has pleaded that she was not paid retrenchment compensation at the time of termination. The said fact finds mention inher affidavit Exhibit 'AW1/A'. On the other hand, MW1 has deposed that full & final settlement of the workman has been done on 31.01.2024. The workman during her cross-examination stated that at the time of termination no payment was made to her by the management. However, she was paid subsequently and she received an amount of ` 46,000/- from the management. The management has placed on record full & final (F&F) settlement dated 31.01.2024 (Exhibit 'M5') which mentions the amount of ` 46,734/- as full & final settlement amount. The workman in her cross-examination admitted that she did not mention about the receipt of said amount from the management either in herclaim statement or in the affidavit (Exhibit 'AW1/A'). As such, the testimony of the workman makes it clear that the workman has not approached the Court with clean hands. Moreover, it is the case of the workman herself that she was drawing ` 19,000/- at the time of her termination and as per her own admission,she was given an amount of ` 46,734/- as full & final settlement dated 31.01.2024. Further, it not the case of the workman that the full & final amount paid to herwas the payment towards pending arrears of salary. Theworkman during her cross-examination also admitted that she runs her house hold from the earning of collection of samples and earns approximately ` 7,000/- per month. The testimony of the workman makes it clear that the workman is gainfully employed. Resultantly, the said issue stands decided against the workman and in favour of the management.

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Issue No. 3-

24. Onus to prove the said issue is on the management. The Learned Representative for the management has not pressed the said issue during the course of arguments.Accordingly, the said issue stands decided against the management.

Relief-

25. In view of the aforesaid findings on issue No.1, the industrial dispute in hand stands declined. The workman is not entitled to any relief, as prayed for by her. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

. (Sd.) . . .,

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

Dated : The 26th September , 2025

Secretary Labour,
Chandigarh Administration.

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CHANGE OF NAME

I, Kamaljeet Kaur D/o Prakash # 31, Sector 41-D, Chandigarh, have changed my name to Kamlesh.

[1928-1]

I, Raj Pal S/o Budh Ram R/o # 2277/1, Sector 40-C, Chandigarh, have changed my name from Raj Pal to Raj Pal Chopra.

[1929-1]

I, Narul Huk S/o Mohd Sadique R/o H. No. 3855, AAY, Sector-56, Chandigarh U.T., have changed my name Narul Huk to Noor Ul Huq.

[1930-1]

I, Kanchan Kumari Nishad W/o Khalid R/o H. No. 264/20, Gali No. 11, Shanti Nagar, Manimajra Town, Sector 13, Chandigarh, have changed my name from Kanchan Kumari Nishad to Mahira.

[1931-1]

I, Sujata Verma W/o Arshit Walia R/o H. No. 1145, Deep Complex, Hallomajra, UT, Chandigarh-160002, have changed my name to Sujata Walia. All concerned please note.

[1932-1]

I, Amarjit Singh S/o Harbhajan Singh R/o 769, Phase 2, Ramdarbar, Chandigarh, have changed my minor daughter name from Reetika to Reetika Kaur.

[1933-1]

I, Kamaljit Kaur W/o Karam Chand Dhiman R/o # 75, Attawa, Sector 42-B, Chandigarh, I have changed my name from Kamaljit Kaur to Kamaljit Kaur Dhiman.

[1934-1]

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